

495 W. Spruce • P.O.Box 1479 Sequim, WA 98382 (360) 683-4179 FAX (360) 683-2774 1-800-488-0864

www.olypentitle.com

### **TITLE INSURANCE - ESCROWS**

#### ESCROW SETTLEMENT STATEMENT Estimated

Escrow Number:

106837-JT

Escrow Officer:

Jessica Toth

Title Order Number: 106837-JT

Date:

05/02/2016 - 2:27:54PM

Closing Date:

05/06/2016

Disbursement Date:

Buyer/Borrower: Jamestown S'Klallam Tribe, a sovereignty

Seller:

Bernard C. Flath and Jody June Craft

Property:

NNA Otter Way & River Road, Sequim, WA 98382

BUYER/BORROWER			SELLER	
1910 B108 0	Riciofil's	DESCRIPTION	DOCUMENTS	CINIDUS :
210,000.00		TOTAL CONSIDERATION		210,000.00
		PRORATIONS/ADJUSTMENTS:		
92.50		Property Tax #32116 @ 602.91 per 1 year(s) 5/06/2016 to 7/01/2016		92.50
43,42		Property Tax #32119 @ 283.00 per 1 year(s) 5/06/2016 to 7/01/2016		43.42
4,		TITLE CHARGES		
		Deed Recording Fee: Olympic Peninsula Title Company	74.00	
956.00		Owner's Premium for 210,000.00: Olympic Peninsula Title		
83.18		Owner's Premium - Tax: for 210,000.00: Olympic Peninsula Title		
30.00		Wire fee: Olympic Peninsula Title Company		
		Presale Prelim Credit: Olympic Peninsula Title Company		54.20
79.00		Deed of Right Recording Fee: Olympic Peninsula Title Company		<u></u>
		ESCROW CHARGES TO: Olympic Peninsula Title Company		
345.00		Escrow Fee	345.00	
30.02		Escrow Fee - Tax	30.02	
		Courier Fee	50.00	
		TAXES:		
		Excise Tax to: Clallam County Treasurer	3,743.00	
		ADDITIONAL DISBURSEMENTS:		
		Presale Prelim Reimbursement: Annette Nesse	54.20	
	210,000.00	RCO Grant Funds:		
	1,659.12	BALANCE DUE TO ESCROW		
		BALANCE DUE SELLER	205,893.90	
211,659.12	211,659.12	TOTALS	210,190.12	210,190.12

Jamestown S'Klallam Tribe, a sovereignty

Annette Nesse, \*



Escrow Number: 106837-JT

# **Statutory Warranty Deed**

THE GRANTORS Bernard C. Flath and Jody June Craft, each as his/her separate estate for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to Jamestown S'Klallam Tribe, a sovereignty the following described real estate, situated in the County of Clallam, State of Washington

Abbreviated Legal: PTN GOV LT 1S2 T29N R4W		CONTENT AND FORM READ, A	
For Full Legal See Attached Exhibit "A"		AND APPROVED THIS	
Subject to exceptions to title also appearing of	on Exhibit "A"	ay,	
Tax Parcel Number(s): 04-29-02-110050/32116	5, 04-29-02-110225/32119		
Dated April 18, 2016			
Bernard C. Flath	Jody June Craft		
STATE OF COUNTY OF	} } ss:		
I certify that I know or have satisfactory evide		nd Jody June Craft	
are the persons who appeared before me, and sa signed this instrument and acknowledge it to be uses and purposes mentioned in this instrument.	their		
Dated:	-		
	Notary Public in and for the Residing at	State of	

My appointment expires:



Escrow Number: 106837-JT

# **Statutory Warranty Deed**

THE GRANTORS Bernard C. Flath, an unmarried individual and Jody June Craft, an unmarried individual, as tenants in common for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to Jamestown S'Klallam Tribe, a

sovereignty the following described real estate, situated in the County of Clallam, State of Washington Abbreviated Legal: PTN GOV LT 1S2 T29N R4W For Full Legal See Attached Exhibit "A" Subject to exceptions to title also appearing on Exhibit "A" Tax Parcel Number(s): 04-29-02-110050/32116, 04-29-02-110225/32119 Dated April 18, 2016 I certify that I know or have satisfactory evidence that Bernard C. Flath and Jody June Craft are the persons who appeared before me, and said persons acknowledged that free and voluntary act for the signed this instrument and acknowledge it to be their uses and purposes mentioned in this instrument. Notary Public in and for the State of Oh

> Residing at wood My appointment expires:

#### **EXHIBIT A**

#### PARCEL A:

THAT PORTION OF GOVERNMENT LOT 1 IN SECTION 2, TOWNSHIP 29 NORTH, RANGE 4 WEST, W.M., LYING EASTERLY OF THE DUNGENESS RIVER, SOUTHERLY OF THE NORTH 50 FEET OF THE SOUTH 690 FEET AS CONVEYED TO CLALLAM COUNTY BY DEED RECORDED UNDER CLALLAM COUNTY RECORDING NO. 383005, AND WESTERLY OF COUNTY ROAD RIGHT OF WAY AS CONVEYED TO CLALLAM COUNTY BY DEED RECORDED UNDER CLALLAM COUNTY RECORDING NO. 383005; EXCEPT THAT PORTION CONVEYED TO JOSEPH E. LANGDON AND FLOSSIE LANGDON, HIS WIFE, BY DEED RECORDED UNDER CLALLAM COUNTY RECORDING NO. 397894; AND EXCEPT THAT PORTION CONVEYED TO CARL M. BENSON AND AGNES R. BENSON, HIS WIFE, BY DEED RECORDED UNDER CLALLAM COUNTY RECORDING NO. 476300.

SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON.

#### PARCEL B:

THAT PORTION OF GOVERNMENT LOT 1 IN SECTION 2, TOWNSHIP 29 NORTH, RANGE 4 WEST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 1:

THENCE NORTH 02°54'50" WEST ALONG THE EAST LINE OF SAID GOVERNMENT LOT 1 A DISTANCE OF 160.00 FEET;

THENCE NORTH 89°08'05" WEST TO A CONCRETE MONUMENT SET ON THE WESTERLY RIGHT OF WAY LINE OF THE COUNTY ROAD KNOWN AS RIVERSIDE ROAD, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE CONTINUING NORTH 89°08'05" WEST 401.23 FEET TO THE EASTERLY BANK OF THE DUNGENESS RIVER;

THENCE NORTHERLY ALONG THE EASTERLY BANK OF THE DUNGENESS RIVER TO A POINT THAT IS 160.00 FEET NORTH OF THE LAST PRECEDING COURSE WHEN MEASURED AT RIGHT ANGLES THERETO:

THENCE SOUTH 89°08'05" EAST 367.33 FEET TO THE WESTERLY RIGHT OF WAY LINE OF RIVERSIDE ROAD:

THENCE SOUTHERLY ALONG THE WESTERLY RIGHT OF WAY LINE OF RIVERSIDE ROAD TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF CLALLAM, STATE OF WASHINGTON.

## **SUBJECT TO:**

- 1. ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS OR OTHER SERVITUDES, IF ANY, DISCLOSED BY SURVEY RECORDED UNDER CLALLAM COUNTY RECORDING NO.1997 1001174.
- 2. CRITICAL AREA AND BUFFER NOTICE AND THE TERMS AND CONDITIONS THEREOF 740291. RECORDED UNDER CLALLAM COUNTY RECORDING NO.
- 3. RESERVATIONS CONTAINED IN DOCUMENT RECORDED UNDER CLALLAM COUNTY RECORDING NO. 345239 AND 397894.
- 4. EASEMENTS AND THE TERMS AND CONDITIONS THEREOF RECORDED UNDER **AUDITOR FILE NO.(S)**: 282257 AND 618049.

Ruse Anette Nesse, Chief Operations Officer

Innett



PLEASE TYPE OR PRINT

# REAL ESTATE EXCISE TAX AFFIDAVIT

CHAPTER 82.45 RCW -- CHAPTER 458-61A WAC

This form is your receipt when stamped by cashier.

# THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ARE FULLY COMPLETED

(See back of last page for instructions)

Check box if partial sale of property  Name Bernard C. Flath and Jody June Craft	If multiple owners, list percentage of ownership next to name  Name Jamestown S'Klallam Tribe, a sovereignty		
Mailing Address 218 East Harrison Street	Mailing Address 1033 Old Blyn Highway		
Mailing Address 218 East Harrison Street  City/State/Zip Maumee, OH 43537  Phone No. (including area code) N/A	Mailing Address 1033 Old Blyn Highway  City/State/Zip Sequim, WA 98382  Phone No. (including area code) N/A		
3. Send all property tax correspondence to:   Same as Buyer/Grantee	List all real and personal tax parcel account numbers – check box if personal property  Listed assessed value(s)		
	04-29-02-110050/32116, 04-29-		
Name Mailing Address	02-110225/32119		
City/State/Zip			
Phone No. (including area code)			
Street address of property: NNA Otter Way & River Road, S	Sequim WA 98382		
This Property is located in \( \sum \) unincorporated Clallam	County OR within  city of Sequim		
Check box if any of the listed parcels are being segregated from another par			
Legal description of property (if more space is needed, you may attach a separa			
Legal description of property (it more space is needed, you may attack a separa	ac sheet to each page of the arrivality		
FOR LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO	AND INCORPORATED HEREIN BY THIS REFERENCE:		
5. Select Land Use Code(s): 91	7. List all personal property (tangible and intangible) included in selling		
Enter any additional codes:	price.		
(See back of last page for instructions)			
Is this property exempt from property tax per YES N chapter 84.36 RCW (nonprofit organization)?	10		
6. YES N	<del> </del>		
Is this property designated as forest land per chapter 84.33	If claiming an exemption, list WAC number reason for exemption:		
RCW?			
Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34?	WAC No. (Section/Subsection)		
Is this property receiving special valuation as historical	a		
property per chapter 84.26 RCW?  If any answers are yes, complete as instructed below.	Reason for exemption		
	Type of Document Statutory Warranty Deed		
(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE) NEW OWNER(S): To continue the current designation as forest land	or Date of Document April 18, 2016		
classification as current use (open space, farm and agriculture, or timb	er)		
land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below	ow. Gross Selling Price \$ 210,000.00		
If the land no longer qualifies or you do not wish to continue the designati or classification, it will be removed and the compensating or additional tax			
will be due and payable by the seller or transferor at the time of sale. (RC	Exemption Claimed (deduct) \$ No		
84.33.140 or RCW 84.34.108). Prior to signing (3) below, you may cont your local county assessor for more information.	Taxable Selling Price \$ 210,000.00		
This land does does not qualify for continuance	Excise Tax: State \$ 2,688.00		
This land	Local \$1,050.00		
	*Delinquent Interest: State \$		
	Local \$		
DEPUTY ASSESSOR DATE	*Delinquent Penalty \$		
(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY) NEW OWNER(S): To continue special valuation as historic property,	Subtotal \$		
sign (3) below. If the new owner(s) do not wish to continue, all	*State Technology Fee \$ 5.00		
additional tax calculated pursuant to chapter 84.26 RCW, shall be due and payable by the seller or transferor at the time of sale.	*Affidavit Processing Fee \$		
(3) OWNER(S) SIGNATURE	Total Due \$ 3,743.00		
(5) OWNER(S) SIGNATURE			
	The second of the second secon		
PRINT NAME	A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX *SEE INSTRUCTIONS		
	-		
8. I CERTIFY UNDER PENALTY OF PERJUR	RY THAT THE FOREGOING IS TRUE AND CORRECT		
Signature of Yody June Graft	Signature of		
Grantor or Grantor's Agent	Signature of Grantee's Agent Amoutt lere		
Name (print) Bernard C. Flath / Jody Jone Crays  Date & city of signing: 5/3/16 MAUMES, OHIO	Name (print) Anette Nesse  Date & city of signing OS/05/16 Sequence		
	the state correctional institution for a maximum term of not more than five years, or by		
a fine in an amount fixed by the court of not more than five thousand dollars (\$	5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (IC).		

REV 84 0001a (04/30/09)

OPT Escrow No.: 106837-JT



495 W. Spruce St. Sequim, WA 98382 (360) 683-4179 FAX (360) 683-2774 1-(800) 488-0864

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#### TITLE INSURANCE - ESCROWS

# NOTICE TO CLIENT

ESCROW NUMBER: 106837-JT

The services of the Closing Firm will be performed by a person certified as a Limited Practice Officer (LPO) under the Limited Practice Rule for Closing Officers adopted by the Washington State Supreme Court, which provides that Limited Practice Officers may select, prepare and complete certain documents, on forms which have previously been approved for their use in closing a loan, extension of credit, sale or other transfer of real or personal property.

#### YOU ARE FURTHER ADVISED:

CONDITIONS UNDER WHICH LIMITED PRACTICE OFFICERS MAY PREPARE AND COMPLETE DOCUMENTS: Limited Practice Officers may render services authorized by this rule only under the following conditions and with the following limitations:

- 1. WRITTEN AGREEMENT: All of the Clients to the transaction, including the buyer and seller in a sale transaction and the borrower and lender in a financing transaction, must agree in writing to the basic terms and conditions before any services are performed.
- 2. DISCLOSURES TO THE PARTIES: The Limited Practice Officer must advise the parties of the limitations of the services rendered pursuant to this rule, and shall further advise them, in writing:
  - THAT THE LIMITED PRACTICE OFFICER IS NOT ACTING AS THE ADVOCATE OR REPRESENTATIVE OF EITHER OF THE CLIENTS;
  - THAT THE DOCUMENTS PREPARED BY THE LIMITED PRACTICE OFFICER WILL b. AFFECT THE LEGAL RIGHTS OF THE CLIENTS;
  - THAT THE CLIENTS' INTERESTS IN THE DOCUMENTS MAY DIFFER; C.
  - THAT THE CLIENTS HAVE A RIGHT TO BE REPRESENTED BY LAWYERS OF THEIR d. OWN SELECTION; AND
  - THAT THE LIMITED PRACTICE OFFICER CANNOT GIVE LEGAL ADVICE AS TO THE MANNER IN WHICH THE DOCUMENTS AFFECT THE CLIENTS.
- 3. IDENTIFICATION OF DOCUMENTS: Please see Exhibit "A", which is made a part hereof by this reference, for identification of documents being selected, prepared, and/or completed by the Limited Practice Officer herein.

The Client acknowledges that the "Notice to Client" has been fully read and understood, and that the Client has received a copy.

DATED: 4/18/2016

OLYMPIC PENINSULA TITLE COMPANY

eborah Jacobs

Limited Practice Officer

ernan

By: Annette Nesse, Chief Operations Officer

Jamestown S'Klallam Tribe, a sovereignty

Notice to Client - Page 1 of 2



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**TITLE INSURANCE - ESCROWS** 

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ORDER/ESCROW NO.: 106837-JT

# ADDENDUM TO TITLE REPORT

THE UNDERSIGNED HEREBY ACKNOWLEDGE THAT THEY HAVE RECEIVED A COPY OF THE PRELIMINARY COMMITMENT FOR TITLE INSURANCE REPORT NO.: 106837-JT AND IT HAS BEEN FULLY REVIEWED AND/OR UNDERSTOOD.

THE UNDERSIGNED FURTHER ACKNOWLEDGES THAT ITEMS SET FORTH IN SCHEDULE "B" OF SAID REPORT UNDER PARAGRAPHS ---1 AND 13--- WILL BE DELETED AND ITEMS SET FORTH UNDER PARAGRAPHS ---2 THRU 12--- WILL REMAIN IN THE FINAL TITLE INSURANCE POLICY TO BE ISSUED UPON CLOSING OF THIS TRANSACTION.

PURCHASER/BORROWER FURTHER AGREES TO ASSUME AND TO PAY ITEMS SET FORTH UNDER PARAGRAPHS ---FUTURE TAXES/ASSESSMENTS--- OF SAID REPORT.

SELLER FURTHER AGREES TO ASSUME AND TO PAY ITEMS SET FORTH UNDER PARAGRAPH --- NONE--- ACCORDING TO THEIR TERMS AND CONDITIONS.

THE UNDERSIGNED PARTIES HAVE EXAMINED THE LEGAL DESCRIPTION IN SAID PRELIMINARY COMMITMENT FOR TITLE INSURANCE AND SUPPLEMENTAL REPORTS (IF ANY) AND APPROVE OF SAME AND HEREBY AUTHORIZE OLYMPIC PENINSULA TITLE COMPANY TO USE SAID LEGAL DESCRIPTION IN ALL DOCUMENTS IN THIS TRANSACTION.

Jamestown S'Klallam Tribe, a sovereignty

By: Annette Nesse, Chief Operations Officer

Bernard C. Flath

Joan June Craft



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**TITLE INSURANCE - ESCROWS** 

# ESCROW INSTRUCTIONS (LAND ONLY)

Date:

**April 18, 2016** 

Order No.:

106837-JT

Escrow No.:

106837-JT

TO:

**OLYMPIC PENINSULA TITLE** 

#### INSTRUCTIONS FROM SELLER:

Enclosed herewith is a Statutory Warranty Deed covering the property described in your above numbered escrow from Bernard C. Flath and Jody June Craft, each as his/her separate estate, GRANTOR to Jamestown S'Klallam Tribe, a sovereignty, GRANTEE, which you may deliver and/or record when you hold for me the sum of \$210,000.00, as follows:

Less costs and pro-rations as shown on the accompanying Settlement Statement.

#### INSTRUCTIONS FROM BUYER/BORROWER:

#### Enclosed herewith are:

FUNDS IN AN AMOUNT SUFFICIENT TO CLOSE AS SHOWN ON THE ACCOMPANYING CLOSING STATEMENT.

(Documents and terms thereof have been examined and approved by Buyer/Borrower). ESCROW HOLDER is hereby authorized to deliver and/or record all of said documents and disburse said funds, together with the proceeds of any deed of trust mentioned below, on account of the purchase price for the real property described in your above numbered escrow and on account of the other costs, fees and adjustments in that connection, when OLYMPIC PENINSULA TITLE COMPANY can issue a STANDARD Coverage form Title Insurance Policy in the amount of \$210,000.00, insuring title as vested in the name of Jamestown S'Klallam Tribe, a sovereignty.

SUBJECT TO: COUNTY and/or CITY TAXES not delinquent; BONDS and/or SPECIAL ASSESSMENTS not delinquent; and COVENANTS, CONDITIONS, RESTRICTIONS, RIGHTS OF WAY, EASEMENTS and RESERVATIONS now of record.

IT IS HEREBY UNDERSTOOD BY THE UNDERSIGNED PARTIES THAT ANY REFERENCE MADE HEREIN TO ESCROW HOLDER SHALL BE DEEMED TO BE OLYMPIC PENINSULA TITLE COMPANY, ITS LIMITED PRACTICE OFFICERS, AND/OR ITS EMPLOYEES.

The settlement statement prepared by the Escrow Holder is an estimate only and is approved by the undersigned and made a part of these instructions by this reference. The undersigned agree to pay their costs, expenses and other obligations itemized on that statement. The undersigned parties understand that any estimated amounts will be adjusted to reflect the exact amounts required when the funds are disbursed, that the settlement statement continues to be subject to audit at any time, and if any monetary error is found, the amount will be paid by the party liable for such payment to the party entitled to receive it

#### ESCROW HOLDER'S FEES AND EXPENSES:

The Escrow Holder's fee is intended as compensation for the services set forth in these instructions. If additional services are required to comply with any change or addition to the parties' agreement or these instructions, or as a result of any party's assignment of interest or delay in performance, the parties agree to pay a reasonable additional fee for such services. The parties shall also reimburse the Escrow Holder for any out-of-pocket costs and expenses incurred by it under these instructions. The Escrow Holder's fees, costs and expenses shall be due and payable on the closing date or other termination of the Escrow Holder's duties and responsibilities under these instructions, and shall be paid one-half by the buyer and one-half by the seller unless otherwise provided in the parties' agreement.

#### CANCELLATION:

These instructions may be canceled by a written agreement, signed by all of the parties, and payment of the Escrow Holder's fees, costs and expenses. Upon receipt of such agreement and payment, the Escrow Holder shall return any money or documents then held by it to the parties that deposited the same, and shall have no further duties or responsibilities under these instructions.

These instructions are effective through date of closing and thereafter until revoked by written demand on Escrow Holder by the undersigned or any one of them.

If ESCROW HOLDER is the prevailing party in any action or proceeding between ESCROW HOLDER and some or all of the parties to this escrow, ESCROW HOLDER shall be entitled to all costs, expenses, and reasonable attorney's fees expended or incurred in connection therewith. If ESCROW HOLDER is required to respond to any legal summons or proceedings not involving a breach or fault upon their part, the parties to this escrow jointly and severally agree to pay all costs, expenses, and reasonable attorney's fees expended or incurred by ESCROW HOLDER, and the parties hereto further agree to indemnify ESCROW HOLDER against all loss and expense in the said action or proceeding.

I/We hereby modify and/or supplement the previous instructions in the above numbered escrow in the following particulars only:

- 1. Pro-rate as of May 6, 2016:
  - Real Property Taxes
- 2. All figures as shown on accompanying settlement statement are based on the closing of this transaction as of the adjustment date shown. Any pro-rations or any items bearing interest may be adjusted accordingly due to the date of actual closing.
- 3. The undersigned has received and read a copy of the preliminary Title Report No. 106837-JT, and Supplemental Reports (if any), issued by Old Republic National Title Insurance Company.
- 4. All terms and provisions of the Earnest Money Agreement, amendments or addendum thereto, have either been complied with to the satisfaction of or have been waived by the undersigned.
- 5. ESCROW HOLDER will file for record the necessary legal instruments and then payoff such encumbrances as may exist at the time of filing such instruments, to vest the title as previously stated and ESCROW HOLDER shall not be held responsible for any liens that may attach after such filing or recording.
- 6. It is understood that any unpaid utility charges including service, installation or connection charges for sewer, water, electricity or oil/propane in fuel tank, will be adjusted between the seller and buyer outside this escrow, UNLESS ESCROW HOLDER is INSTRUCTED OTHERWISE in writing PRIOR to closing.
- 7. The parties acknowledge that all funds delivered to Olympic Peninsula Title in connection with this escrow will be deposited into an IOLTA Trust Account with a financial institution doing business in the State of Washington whose deposits are covered by FDIC insurance. Parties further acknowledge that in calculating the amount of available insurance, the FDIC will consolidate funds deposited under this IOLTA Trust Account with all other funds of the parties which are on deposit in the IOLTA Trust Account Financial Institution. The parties release and indemnify Olympic Peninsula Title Company and its agents from any liability and assume all responsibility for any loss which may result from a lack of FDIC insurance in excess of the FDIC limits.
- 8. UNCLAIMED FUNDS: The parties acknowledge that all funds which are undisbursed and not claimed within six (6) months may be retained by Olympic Peninsula Title as a file maintenance fee instead of being disbursed to the State of Washington pursuant to the Unclaimed Property Act. The Closing Agent is required to give notice to the parties if the unclaimed funds exceed \$75.00
- 9. In so far as Escrow Holder is concerned, instructions addressed and delivered to Escrow Holder shall serve as the total intent of this transaction. Any other agreements, covenants, conditions, written or verbal, between the parties herein that may exist, or are intended to survive this escrow, are to be handled outside of escrow, and shall be solely an agreement between them and not part of this escrow. The parties herein hereby hold Escrow Holder harmless with respect thereto.
- 10. All parties acknowledge that the documents CHECKED on the "Notice to Client" included in this transaction, have been prepared by Olympic Peninsula Title Company and/or its Limited Practice Officers, and execution of said documents will be deemed approval of same. The parties hereto are aware that Olympic Peninsula Title Company and/or it's Limited Practice Officers, HAVE NOT undertaken to represent either buyer or seller or provide LEGAL SERVICES, LEGAL ADVICE OR TAX ADVICE, nor have they made any investigations, representations or assurances whatsoever regarding the compliance of this transaction with any tax and/or securities laws of the United States or the State in which the transaction is consummated. ESCROW HOLDER HAS RECOMMENDED

THAT THE PARTIES HERETO OBTAIN INDEPENDENT LEGAL COUNSEL AND/OR TAX ADVICE.

- 11. In compliance with the Tax Reform Act of 1986, SELLER shall provide all information necessary, including a Taxpayer Identification Number (TIN), for the preparation of a Form 1099-S as required by the Internal Revenue Service in connection with the closing and completion of the transaction. Escrow Agent retains the option of NOT closing the Escrow if adequate information is not provided.
- 12. The Escrow Holder makes no representation concerning the suitability of the described property for an intended use nor to the applicability or non-applicability of any county, state, or other governmental regulation regarding zoning, platting, subdivision, building or health department regulations.
- 13. It is understood by the undersigned purchaser that the first half property taxes, if any, are due on or before April 30 and delinquent May 1. The second half property taxes, if any, are due on or before October 31 and delinquent November 1.

Escrow Holder is hereby relieved of any and all responsibility and liability in connection therewith.

- 14. The undersigned parties instruct and direct Escrow Holder that all bills not provided at closing have been paid for by said parties outside of this escrow. Escrow Holder is hereby relieved of any and all liability and/or responsibility in regards thereto.
- 15. The undersigned parties acknowledge and agree that escrow holder did not handle the final payment of utilities through this closing inasmuch as the property herein is serviced by Clallam County P.U.D. which is exempt from any compliance with RCW 60.80.

Escrow holder and/or Olympic Peninsula Title Company are hereby relieved of any and all responsibility and liability in connection therewith.

### Please provide us with your future contact information:

Address:		Seller: Address:		
E-mail:		E-mail:		
			. ^	
Inmontant SWI-II	To De a consension to	Bernard C. Flath	A Cod	
amestown & Klalle	am Tribe a sovereignty	Section C. Flatti	ne Craft	
By: Annette Nesse	, Chief Operations Officer	Jody June Chaft	(-)	

Upon Recording, Please Return To: Washington State Recreation and Conservation Office PO Box 40917 Olympia, WA 98504-0917 Attn: Kathryn Moore

106837-4

# DEED OF RIGHT TO USE LAND FOR SALMON RECOVERY PURPOSES

Grantor: Jamestown S'Klallam Tribe (Sponsor Name)

Grantee: STATE OF WASHINGTON, acting by and through the WASHINGTON

STATE SALMON RECOVERY FUNDING BOARD and the WASHINGTON STATE RECREATION AND CONSERVATION OFFICE, including any

successor agencies.

Abbreviated S640' GOV LOT 1 E OF RIVER & W OF RD EXC TX#'S 4.32A and

Legal TX#5081 IN GOVT LOT 1 EXC EASE 1.99A, Clallam County, WA (More

Description: particularly described in Exhibit "A" (Legal Description), and as depicted in

Exhibit "B" (Property Map)),

Assessor's Parcels 042902110050 and 042902110225

Property Tax Parcel

Number(s):

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from the Puget Sound Acquisition and Restoration Account. Such grant is made pursuant to the Project Agreement entered into between the Grantor and the Grantee entitled Dungeness River



Floodplain Restoration-Robinson Phase, Project Number 15-1055 signed by the Grantor on the 16<sup>th</sup> day of November, 2015 and the Grantee the 23<sup>rd</sup> day of November, 2015 and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreement.

The Grantor hereby conveys and grants to the Grantee as the representative of the people of the State, the right to enforce the following duties:

- 1. The Grantor shall take such reasonable and feasible measures as are necessary to protect the Real Property as described in Exhibit A: Legal Description, in perpetuity. Such measures shall be consistent with the purposes in the Project Agreement, including protecting, preserving, restoring and/or enhancing the habitat functions on the Real Property, which includes riparian and floodplain. This habitat supports or may support priority species or groups of species including but not limited to Chinook, coho, pink, steelhead, bull trout, cutthroat.
- 2. The Grantor shall allow public access to the Property as provided in the Project Agreement. Such access shall be subject to the restrictions allowed under the Project Agreement, by written agreement with the Grantee, or under state law. This provision is not intended to prevent reasonable access or use restrictions that are necessary for safe and effective management of the property consistent with salmon recovery purposes and the Project Agreement.
- 3. The Grantor shall allow access by the Grantee to inspect the Real Property for compliance with the terms of this Deed and the applicable Project Agreement to which the Grantor is a signatory. Such access shall be subject to the restrictions, if any, allowed under the Project Agreement, by written agreement with the Grantee, or under state law. The Grantor warrants it has and shall maintain the legal right and means to reach the property.
- 4. Without prior written consent by the Grantee or its successors, through an amendment to the Project Agreement or the process set forth below, the Grantor shall not use or allow any use of the Real Property (including any part of it) that is inconsistent with the salmon recovery purposes herein granted and as stated in the Project Agreement. The Grantor shall also not grant or suffer the creation of any property interest that is inconsistent with the salmon recovery purposes herein granted and as stated in the Project Agreement.

Grantee's consent to an inconsistent use or property interest under this Deed shall be granted only to the extent permitted by law and upon the following three conditions, which ensure the substitution of other eligible land. The conditions are: (1) the substitute salmon recovery land must be of reasonably equivalent habitat qualities, characteristics and location for the salmon recovery purposes as the Real Property



prior to any inconsistent use; (2) the substitute salmon recovery land must be of at least equal fair market value to the Real Property at the time of Grantee's consent to the inconsistent use; and (3) the fair market value of the Real Property at the time of the Grantee's consent to the inconsistent use shall not take into consideration any encumbrances imposed on or alterations made to that land as a result of the original state grant and other grants if such encumbrances or alterations reduce the value of the Real Property from what it would be without them.

For purposes of this Deed, the Project Agreement includes any amendments thereto that occurred prior to or may occur subsequent to the execution of this Deed.

This Deed contains covenants running with the land and shall be binding upon the Grantor, its successors and assigns, and upon any person acquiring the Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. If the Grantor sells all or any portion of its interest, the new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be subject to applicable covenants and requirements under the Deed.

This Deed may not be removed or altered from the Real Property unless specific approval has been granted by the Washington State Recreation and Conservation Office and/or the Washington State Salmon Recovery Funding Board or its successors.

The Washington State Recreation and Conservation Office and the Washington State Salmon Recovery Funding Board and/or its successors shall each have a separate and independent right to enforce the terms of this Deed.

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sly

**GRANTOR:** 

Jamestown S'Klallant Tribe
By: Annette Nosse
Name: Annette Nesse
Title: Chief Operations Officer
Dated this 5th day of May, 2016
STATE OF WASHINGTON ) ss COUNTY OF <u>Clauan</u> )
I certify that I know or have satisfactory evidence that Annette Nesse is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledge it as the Chief Operations (Mallow Tibe and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.  Dated:  Signed:  Notary Public in and for the State of Washington, residing in Orange to the state of Washington, was allowed by the free and voluntary act of such party for the uses and purposes mentioned in the instrument.  My commission expires of 24/209  My commission expires of 24/209
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#### **GRANTEE:**

My commission expires

SALMON RECOVERY FUNDING BOARD, administered by the WASHINGTON STATE RECREATION AND CONSERVATION OFFICE Dated this 27 day of STATE OF WASHINGTON COUNTY OF MUSTIN I certify that I know or have satisfactory evidence that person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledge it as the for the Recreation and Conservation Office and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument. Notary Public in and for the State of Washington,

STATE OF WASHINGTON, acting by and through THE WASHINGTON STATE



# **EXHIBIT A Legal Description**

Dungeness River Floodplain Restoration- Robinson Phase Jamestown S'Klallam Tribe Flath & Craft Property (2 parcels) 15-1055

#### Parcel # 042902110050

#### **LEGAL DESCRIPTION:**

PARCEL A:

THAT PORTION OF GOVERNMENT LOT 1 IN SECTION 2, TOWNSHIP 29 NORTH, RANGE 4 WEST, W.M., LYING EASTERLY OF THE DUNGENESS RIVER, SOUTHERLY OF THE NORTH 50 FEET OF THE SOUTH 690 FEET AS CONVEYED TO CLALLAM COUNTY BY DEED RECORDED UNDER CLALLAM COUNTY RECORDING NO. 383005, AND WESTERLY OF COUNTY ROAD RIGHT OF WAY AS CONVEYED TO CLALLAM COUNTY BY DEED RECORDED UNDER CLALLAM COUNTY RECORDING NO. 383005; EXCEPT THAT PORTION CONVEYED TO JOSEPH E. LANGDON AND FLOSSIE LANGDON, HIS WIFE, BY DEED RECORDED UNDER CLALLAM COUNTY RECORDING NO. 397894; AND EXCEPT THAT PORTION CONVEYED TO CARL M. BENSON AND AGNES R. BENSON, HIS WIFE, BY DEED RECORDED UNDER CLALLAM COUNTY RECORDING NO. 476300. SITUATE IN CLALLAM COUNTY, STATE OF WASHINGTON.

#### Parcel # 042902110225

#### **LEGAL DESCRIPTION:**

PARCEL B:

THAT PORTION OF GOVERNMENT LOT 1 IN SECTION 2, TOWNSHIP 29 NORTH, RANGE 4 WEST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 1:

THENCE NORTH 02°54'50" WEST ALONG THE EAST LINE OF SAID GOVERNMENT LOT 1 A DISTANCE OF 160.00 FEET;

THENCE NORTH 89°08'05" WEST TO A CONCRETE MONUMENT SET ON THE WESTERLY RIGHT OF WAY LINE OF THE COUNTY ROAD KNOWN AS RIVERSIDE ROAD, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE CONTINUING NORTH 89°08'05" WEST 401.23 FEET TO THE EASTERLY BANK OF THE DUNGENESS RIVER:

THENCE NORTHERLY ALONG THE EASTERLY BANK OF THE DUNGENESS RIVER TO A POINT THAT IS 160.00 FEET NORTH OF THE LAST PRECEDING COURSE WHEN MEASURED AT RIGHT ANGLES THERETO:

THENCE SOUTH 89°08'05" EAST 367.33 FEET TO THE WESTERLY RIGHT OF WAY LINE OF RIVERSIDE ROAD;

THENCE SOUTHERLY ALONG THE WESTERLY RIGHT OF WAY LINE OF RIVERSIDE ROAD TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF CLALLAM, STATE OF WASHINGTON.

yan

# EXHIBIT B Property Map

Dungeness River Floodplain Restoration- Robinson Phase Jamestown S'Klallam Tribe Flath & Craft Property (2 parcels) 15-1055



